

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Becton, Dickinson and Company	07/30/2010
RECEIVING PARTY DATA	
Name:	Aspen Surgical Products, Inc.
Street Address:	6945 Southbelt Dr.
City:	Caledonia
State/Country:	MICHIGAN
Postal Code:	49316
PROPERTY NUMBERS Total: 32	
Property Type	Number
Patent Number:	5060387
Patent Number:	5430942
Patent Number:	5620454
Patent Number:	5752968
Patent Number:	5792162
Patent Number:	5827309
Patent Number:	5683407
Patent Number:	5741289
Patent Number:	5527329
Patent Number:	5938675
Patent Number:	5919201
Patent Number:	5938676
Patent Number:	6053929
Patent Number:	5941892
Patent Number:	6626925

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PATENT
REEL: 024776 FRAME: 0567

Patent Number:	7172611
Patent Number:	D470938
Patent Number:	D473649
Patent Number:	D475135
Patent Number:	D470587
Patent Number:	D502542
Patent Number:	D490154
Patent Number:	D486232
Patent Number:	D482122
Patent Number:	D482449
Patent Number:	D483124
Patent Number:	D489457
Patent Number:	D490153
Patent Number:	D483123
Patent Number:	D482788
Patent Number:	D481129
Application Number:	12489781

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3483
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 Address Line 2: 717 N. Harwood St., Suite 3400
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	49072-10030
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NAME OF SUBMITTER:	Dusan Clark
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Total Attachments: 7

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “Assignment”) is dated as of July 30, 2010 (the “Closing Date”), by and among:

(A) ASPEN SURGICAL PRODUCTS, INC., a Michigan corporation, having its principle place of business at 6945 Southbelt Dr., Caledonia, Michigan 49316 (“Assignee”) and

(B) BECTON, DICKINSON AND COMPANY, a company incorporated in New Jersey, having its principle place of business at 1 Becton Drive, Franklin Lakes, New Jersey (“Seller” or “Assignor”).

Capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of May 28, 2010, by and among Assignee, the Assignor, and certain other affiliates of the foregoing (the “Asset Purchase Agreement”).

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor’s right, title, and interest in, to and under the Seller Intellectual Property, as defined in the Asset Purchase Agreement, including, without limitation, the patents and patent applications listed on Schedule A hereto (the “Listed Patents”), along with (i) any and all applications, improvements, continuations, continuations in part, reissues or reexaminations thereof, foreign counterparts, and the inventions covered thereby and (ii) all rights of action pertaining to the Listed Patents, including without limitation the right to sue and recover for past infringement thereof, the right to secure registration of the Listed Patents and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to the Listed Patents, and the right to claim priority, file foreign counterparts and make applications for reissue and reexamination with respect to any of the Listed Patents (collectively, the “Patents”); and

WHEREAS, all of the terms and conditions precedent provided in the Asset Purchase Agreement have been met and performed by the respective parties thereto, and the Assignor and Assignee now desire to carry out the intent and purpose of the Asset Purchase Agreement by the Assignor’s execution and delivery to the Assignee of this instrument evidencing the assignment by the Assignor and the assumption by Assignee of all the Patents.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective as of the Closing Date, the Assignor hereby does sell, assign (and confirm it has assigned), convey, and transfer to Assignee all of the Assignor’s rights, title, and interest in, to and under the Patents as now or hereafter in effect, for Assignee’s own use and

enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

Section 2. Effective upon the Closing Date, the Assignor authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to record ownership of patents in the United States and in all foreign countries, to record the Assignee as the owner of the Patents.

Section 3. After the Closing Date and at Assignee's request, the Assignor will, at Assignee's sole expense, provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials) to obtain, perfect, and defend the Patents in the United States or any foreign country.

Section 4. Each of the Assignor and Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

Section 5. The rights and obligations of the parties shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of New York, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Section 6. This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signatures Follow On a Separate Page]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be signed by its duly authorized officer as of the date first written above.

"Assignor"

BECTON, DICKINSON AND COMPANY

By: Richard A. Carbone
Name: Richard A. Carbone
Title: Assistant Secretary

[Jurisdiction] Passaic County, N.J.
_____, ss.
[city/county]

On this _____ day of _____, 2010, before me, the undersigned notary public,
Day Month

personally appeared Richard A. Carbone,
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which
was/were N.J. drivers' license
_____,
Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

as Assistant Secretary for
Title of Office

Becton, Dickinson and Company

MARY LOU KITTREN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 8, 2013

Mary Lou Kittren
Signature of Notary Public

Place Notary Seal and/or Stamp above

ACCEPTED:

"Assignee"

ASPEN SURGICAL PRODUCTS, INC.

By: [Signature]
Name: Richard Adloff
Title: Chief Financial Officer

Illinois
[Jurisdiction]
Lake Forest [city/county] Lake, IL, ss.

On this 28th day of July, 2010, before me, the undersigned notary public,
Day Month

personally appeared RICHARD C. ADLOFF
Name (s) of Signer(s)

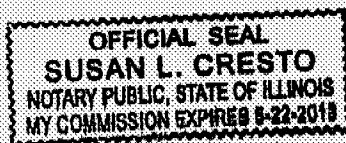
proved to me through satisfactory evidence of identification, which
was/were United States Passport
Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

As Chief Financial Officer for
Title of Office

Aspen Surgical Products, Inc.

[Signature]
Signature of Notary Public



Place Notary Seal and/or Stamp above

Schedule A

Patent Family	Country	Title	Application Number	Patent Number
		US Patents		
1772	US	Blade Handle	07/612,356	5,060,387
2991	US	Surgical Blade Holder and Blade Combination	08/124,122	5,430,942
3247	US	Blade	08/328,996	5,620,454
3259	US	Guarded Surgical Scalpel with Scalpel Blade Remover	08/379,245	5,752,968
3259	US	Guarded Surgical Scalpel with Scalpel Blade Remover	08/646,574	5,792,162
3259	US	Guarded Surgical Scalpel with Scalpel Blade Remover	08/545,488	5,827,309
3486	US	Cleanable Guarded Surgical Scalpel with Scalpel Blade Remover	08/547,699	5,683,407
3486	US	Cleanable Guarded Surgical Scalpel with Scalpel Blade Remover	08/756,300	5,741,289
3914	US	Surgical Scalpel	08/376,065	5,527,329
3914	US	Surgical Scalpel	08/666,734	5,938,675
3914	US	Surgical Scalpel	09/052,147	5,919,201
3914	US	Surgical Scalpel	09/052,588	5,938,676
3914	US	Surgical Scalpel	09/273,677	6,053,929
3914	US	Surgical Scalpel	09/052,230	5,941,892
5247	US	Shielded Surgical Scalpel	09/820,571	6,626,925
5948	US	Surgical Scalpel Assembly	10/805,775	7,172,611
5621	US	Disposable Scalpel	29/156,377	D470,938
5621	US	Disposable Scalpel	29/156,376	D473,649
5622	US	Disposable Scalpel	29/156,378	D475,135
5622	US	Disposable Scalpel	29/156,380	D470,587
5711	US	Handle	29/173,361	D502,542
5712	US	Handle	29/173,367	D490,154
5713	US	Handle	29/173,428	D486,232
5714	US	Handle	29/173,431	D482,122
5715	US	Handle	29/173,430	D482,449
5718	US	Handle	29/173,429	D483,124
5719	US	Handle	29/173,389	D489,457
5720	US	Blade Carrier	29/173,360	D490,153
5721	US	Blade Carrier	29/137,427	D483,123
5722	US	Blade Carrier	29/173,370	D482,788
5726	US	Blade Holder	29/175,037	D481,129
		Foreign Patents		
2763	Canada	Surgical Scalpel with Retractable Blade	2147452	2147452
2763	European Patent Convention	Surgical Scalpel with Retractable Blade	95302885.9	0681812
2763	France	Surgical Scalpel with Retractable Blade	95302885.9	0681812
2763	Japan	Surgical Scalpel with Retractable Blade	102451/95	2608695
2763	United Kingdom	Surgical Scalpel with Retractable Blade	95302885.9	0681812
3247	Australia	Blade	34387/95	705219
3247	Canada	Blade	2161058	2161058
3247	Japan	Blade	278033/95	3660725
3247	Mexico	Blade	9504476	197910
3259	Australia	Guarded Surgical Scalpel with Scalpel Blade Remover	42080/96	711597
3259	Brazil	Guarded Surgical Scalpel with Scalpel Blade Remover	PI9600211-5	PI9600211-5
3259	Canada	Guarded Surgical Scalpel with Scalpel Blade Remover	2167120	2167120

Patent Family	Country	Title	Application Number	Patent Number
3259	European Patent Convention	Guarded Surgical Scalpel with Scalpel Blade Remover	96300322.3	0727186
3259	France	Guarded Surgical Scalpel with Scalpel Blade Remover	96300322.3	0727186
3259	Germany	Guarded Surgical Scalpel with Scalpel Blade Remover	96300322.3	69632603.5
3259	Italy	Guarded Surgical Scalpel with Scalpel Blade Remover	96300322.3	27720/BE/04
3259	Japan	Guarded Surgical Scalpel with Scalpel Blade Remover	12678/96	2814429
3259	Mexico	Guarded Surgical Scalpel with Scalpel Blade Remover	9600237	203591
3259	Spain	Guarded Surgical Scalpel with Scalpel Blade Remover	96300322.3	0727186
3259	United Kingdom	Guarded Surgical Scalpel with Scalpel Blade Remover	96300322.3	0727186
3914	European Patent Convention	Surgical Scalpel	95904261.5	0734231
3914	European Patent Convention	Surgical Scalpel	99106382.7-2305	0948937
3914	European Patent Convention	Surgical Scalpel	99106380.1-2318	0988832
3914	European Patent Convention	Surgical Scalpel	99106381.9-2318	0958788
3914	France	Surgical Scalpel	95904261.5	0734231
3914	France	Surgical Scalpel	99106382.7-2305	0948937
3914	France	Surgical Scalpel	99106380.1-2318	0988832
3914	France	Surgical Scalpel	99106381.9-2318	0958788
3914	Germany	Surgical Scalpel	99106382.7-2305	69931547.6
3914	Germany	Surgical Scalpel	99106380.1-2318	69935190.1-08
3914	Germany	Surgical Scalpel	99106381.9-2318	69936326.8-08
3914	Italy	Surgical Scalpel	95904261.5	52146/BE/03
3914	Italy	Surgical Scalpel	99106382.7-2305	0948937
3914	Italy	Surgical Scalpel	99106380.1-2318	24039BE/2007
3914	Italy	Surgical Scalpel	99106381.9-2318	29598 BE/2007
3914	Japan	Surgical Scalpel	90488/99	3066829
3914	Japan	Surgical Scalpel	91763/99	3016559
3914	Japan	Surgical Scalpel	91807/99	3066830
3914	Mexico	Surgical Scalpel	949493	193628
3914	Spain	Surgical Scalpel	95904261.5	ES2204940
3914	Spain	Surgical Scalpel	99106382.7-2305	0948937
3914	Spain	Surgical Scalpel	99106380.1-2318	2281151
3914	Spain	Surgical Scalpel	99106381.9-2318	0958788
3914	United Kingdom	Surgical Scalpel	95904261.5	0734231
3914	United Kingdom	Surgical Scalpel	99106382.7-2305	0948937
3914	United Kingdom	Surgical Scalpel	99106380.1-2318	0988832
3914	United Kingdom	Surgical Scalpel	99106381.9-2318	0958788
5247	European Patent Convention	Shielded Surgical Scalpel	02757781.6	1372497
5247	France	Shielded Surgical Scalpel	02757781.6	1372497
5247	Germany	Shielded Surgical Scalpel	02757781.6	60221652.4
5247	Italy	Shielded Surgical Scalpel	02757781.6	32722BE/2007
5247	Japan	Shielded Surgical Scalpel	2002-576821	4,230,775
5247	Spain	Shielded Surgical Scalpel	02757781.6	1372497

Patent Family	Country	Title	Application Number	Patent Number
5247	United Kingdom	Shielded Surgical Scalpel	02757781.6	1372497
5714	Australia	Handle	2198/03	153334
5714	European Community	Handle	000045356-0001	000045356
5714	Japan	Handle	18372/03	1223368
5718	Australia	Handle	232/04	156465
5718	European Community	Medical Instruments, Instruments and Tools for Laboratory Use	000122015-0001	000122015
5719	Australia	Handle	2197/03	153333
5719	European Community	Handle	000045398-0001	000045398
5719	Japan	Handle	18373/03	1223369
		Pending Applications		
0249	JP	Novel Compositions	41138/78	
3914	US	Surgical Scalpel	12/489,781	
5247	AU	Shielded Surgical Scalpel	2007203154	
5247	JP	Shielded Surgical Scalpel	2008-267901	
5247	JP	Shielded Surgical Scalpel	2008-267902	
5948	AU	Surgical Scalpel Assembly	2005201133	
5948	BR	Blade Retention Shield	PI05010004	
5948	EP	Surgical Scalpel Assembly	05005843.7-2318	
5948	JP	Surgical Scalpel Assembly	2005-81806	